

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CIVIL ACTION 2022-CP-10-_____

JANE ROUSE,

Plaintiff,

v.

HARRIS TEETER SUPERMARKETS,
INC. a/k/a HARRIS TEETER
NEIGHBORHOOD FOOD &
PHARMACY; and ARAMARK
UNIFORM & CAREER APPAREL, LLC,

SUMMONS

Defendants.

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint in the subscribed to Scott C. Evans, EVANS MOORE, LLC, 121 SCREVEN STREET, GEORGETOWN, SOUTH CAROLINA, 29440 within THIRTY (30) DAYS after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

EVANS MOORE, LLC

s/James B. Moore, III

James B. Moore III, SC Bar #74268

Scott C. Evans, SC Bar #77684

121 Screven Street

Georgetown, SC 29440
Office: (843) 995-5000
Fax: (843) 527-4128
james@evansmoorelaw.com
scott@evansmoorelaw.com

John Edward Robinson, SC Bar #75919
McDowell & Robinson
36 Broad Street, Charleston, SC 29401
Office: (843) 723-5152
John.robinson@charlestonlawoffice.com

Attorneys for the Plaintiff

March 15, 2022
Georgetown, South Carolina

3. Upon Information and belief, Defendant Aramark Uniform & Career Apparel, LLC is a limited liability company organized and existing in and under the laws of Delaware with its principal place of business in Wilmington, Delaware. Defendant was responsible for providing and maintaining the floor mats located at the Harris Teeter Neighborhood Food & Pharmacy Store #385 located in Mount Pleasant, South Carolina.
4. Venue in this Court is proper, as the most substantial acts and omissions giving rise to the causes of action occurred in Charleston County, South Carolina.

FACTUAL ALLEGATIONS

5. On March 9, 2020, Plaintiff Jane Rouse entered Harris Teeter Neighborhood Food & Pharmacy Store #385 located at 2195 Tea Planter Lane, Mount Pleasant, South Carolina for the purpose of grocery shopping.
6. As the Plaintiff was exiting the common property on the premises owned, operated and managed by the Defendant Harris Teeter Supermarkets, Inc., a/k/a Harris Teeter Neighborhood Food & Pharmacy, she noticed a hand sanitizing station. While the Plaintiff was walking towards the hand sanitizing station, she encountered the dangerous and defective floor mat, causing her to trip and fall on her left side.
7. As a result of the fall, Ms. Rouse fractured her left hip, necessitating surgical intervention. Unfortunately, Ms. Rouse has been unable to fully recover from the injury sustained on the property owned and managed by the Defendants.

NEGLIGENCE & PREMISES LIABILITY

8. The Plaintiff repeats, re-alleges and incorporates by reference the factual allegations above with the same force and effect as if set forth herein.

9. While she was inside of the store, where it is the duty of the Defendants to exercise reasonable care and caution in the maintenance of the entrance and exit areas, including the floor mats, so as to not cause injury or damage to Plaintiff and others rightfully therein, she encountered an unreasonably dangerous and hazardous condition, causing Plaintiff to fall and sustain serious and permanent injuries.
10. At all pertinent times herein alleged, the Defendants, by and through their agents, servants and/or employees, acted in reckless disregard for the rights of the Plaintiff, and it was by their negligent, grossly negligent, careless, reckless, willful and wanton acts or omissions, that the Defendants maintained the inside of their aforesaid grocery store building in such a manner as to cause serious and permanent damages and injuries to the Plaintiff.
11. The fall and resulting damages to Plaintiff were directly due to and proximately caused by the negligence, recklessness, and gross negligence of the Defendants, or their agents, servants, or employees, including but not limited to, one or more of the following particulars:
 - (a) In failing to safely maintain the exit area and floor mat so as to not cause injury or damage to Plaintiff;
 - (b) In failing to take adequate steps to correct and/or remove the mat from the floor near the exit door;
 - (c) In failing to comply with its own safety policies and procedures;
 - (d) In failing to provide a safe area for a customer to exit the store;
 - (e) In failing to properly inspect and properly maintain the exit area and floor mat;
 - (f) In failing to exercise reasonable care to maintain the premises of the Harris Teeter Neighborhood Food & Pharmacy store in a safe and non-hazardous condition,

which resulted in a dangerous and hazardous condition to its patrons, invitees and licensees;

(g) In failing to exercise reasonable care to keep invitees and licensees of the Harris Teeter Neighborhood Food & Pharmacy Store free from hazardous conditions;

(h) In failing to exercise reasonable care to properly inspect the Harris Teeter Neighborhood Food & Pharmacy Store to ensure that it was safe for its patrons, invitees and licensees; and

(i) In failing to exercise reasonable care to warn the public and the Plaintiff in particular of the dangerous condition which existed in the exit of the Harris Teeter Neighborhood Food & Pharmacy Store;

12. That as a direct and proximate result of the negligent, reckless and grossly negligent acts and/or omissions of the Defendants and/or their agents, servants, and employees, the Plaintiff, Jane Rouse, was severely and permanently injured which has caused, and in the future will cause her to suffer the following damages:

- (a) Past and future expenses for complex treatment on her left hip;
- (b) Substantial past and future expenses for medical, physical therapy, rehabilitative and pain management services;
- (c) Pain and suffering, past and future;
- (d) Emotional distress and mental anguish, past and future;
- (e) Permanently disabling and debilitating injuries to her body;
- (f) Permanent scarring and disfigurement to her body;
- (g) Loss of enjoyment of the common pleasures of life;

- (h) Incidental expenses related to medical care, including, but not limited to, expenses for transportation to and from medical services;
 - (i) Loss of ability to socialize and move about within the community of her friends and children, as her locomotion is severely limited with any movement resulting in great pain, suffering and discomfort; and
 - (j) Other specific elements of damages which may be discovered prior to trial.
13. That due to the reckless, willful, wanton, careless, negligent and grossly negligent conduct of the Defendants, and/or their agents, servants and employees, the Plaintiff is entitled to actual damages, as well as punitive damages, in such amount as would deter the Defendants from such conduct in the future.

WHEREFORE, the Plaintiff prays unto this Honorable Court as follows:

- (a) For an award of actual, compensatory, and consequential damages in an amount to be determined as a jury trial;
- (b) For an award of punitive damages in an amount to be determined at a jury trial;
- (c) For such other and further relief as this Court may deem just and proper.

TRIAL BY JURY IS DEMANDED.

Respectfully submitted,

EVANS MOORE, LLC

s/James B. Moore III

James B. Moore III, SC Bar #74268

Scott C. Evans, SC Bar #77684

121 Screven Street

Georgetown, SC 29440

Office: (843) 995-5000

Fax: (843) 527-4128

james@evansmoorelaw.com

scott@evansmoorelaw.com

John Edward Robinson, SC Bar #75919
McDowell & Robinson
36 Broad Street, Charleston, SC 29401
Office: (843) 723-5152
John.robinson@charlestonlawoffice.com

Attorneys for the Plaintiff

March 15, 2022
Georgetown, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
)
) CIVIL ACTION 2022-CP-10-01232

JANE ROUSE,

Plaintiff,


v.

HARRIS TEETER SUPERMARKETS,
INC. a/k/a HARRIS TEETER
NEIGHBORHOOD FOOD &
PHARMACY; and ARAMARK
UNIFORM & CAREER APPAREL, LLC,

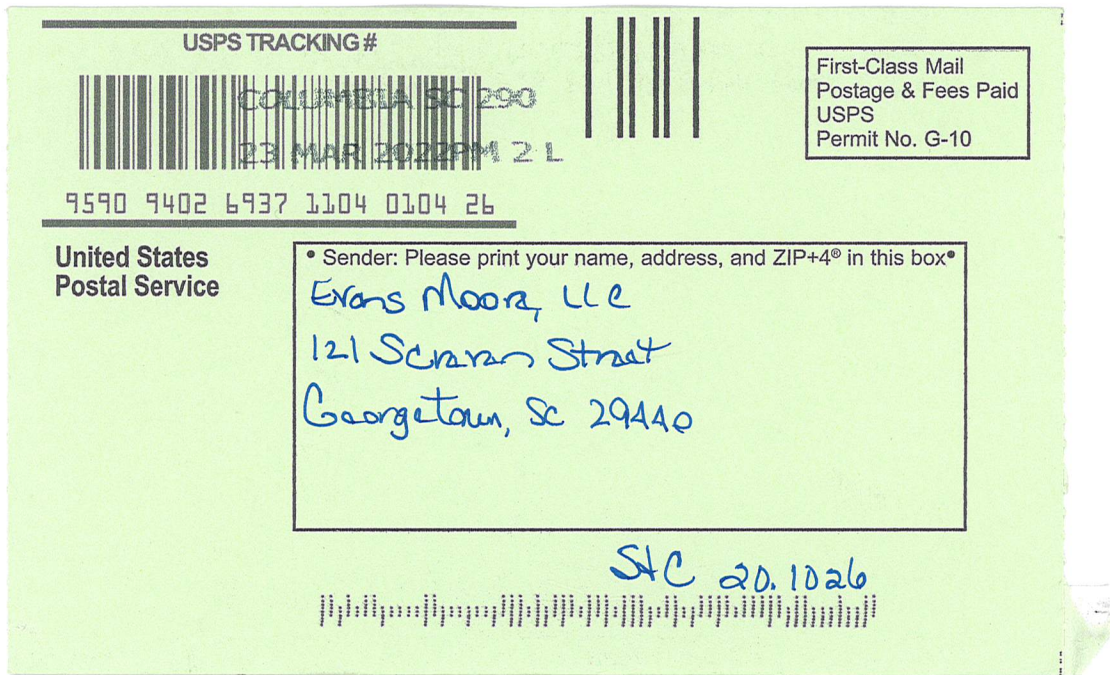
Defendants.

**CERTIFICATE OF SERVICE BY
CERTIFIED MAIL**

Based on the attached, service by Certified Mail on Defendant Harris Teeter Supermarkets, a/k/a Harris Teeter Neighborhood Food & Pharmacy, was effective on March 23, 2022.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Edna Zheng</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Edna Zheng</i></p> <p>C. Date of Delivery <i>3/23/22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>		
<p>1. Article Addressed to: <i>Harris Teeter Supermarkets, Inc.</i> <i>c/o Corporation Service Company,</i> <i>Registered Agent</i> <i>508 Meeting Street</i> <i>West Columbia, SC 29169-7535</i></p>  <p>9590 9402 6937 1104 0104 26</p>	<p>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </td> <td> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery		
<p>2. Article Number (Transfer from service label) 7021 0950 0002 0985 7205</p>			
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>			

Domestic Return Receipt



By: s/James B. Moore, III
James B. Moore III, SC Bar #74268
james@evansmoorelaw.com
Scott C. Evans, SC Bar #77684
scott@evansmoorelaw.com
Evans Moore, LLC
121 Screven Street
Georgetown, SC 29440
t. 843.995.5000
f. 843.527.4128

Attorneys for the Plaintiff

Georgetown, SC
March 25, 2022

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF CHARLESTON) CIVIL ACTION 2022-CP-10-01232

JANE ROUSE,

Plaintiff,

v.

HARRIS TEETER SUPERMARKETS,
 INC. a/k/a HARRIS TEETER
 NEIGHBORHOOD FOOD &
 PHARMACY; and ARAMARK
 UNIFORM & CAREER APPAREL, LLC,

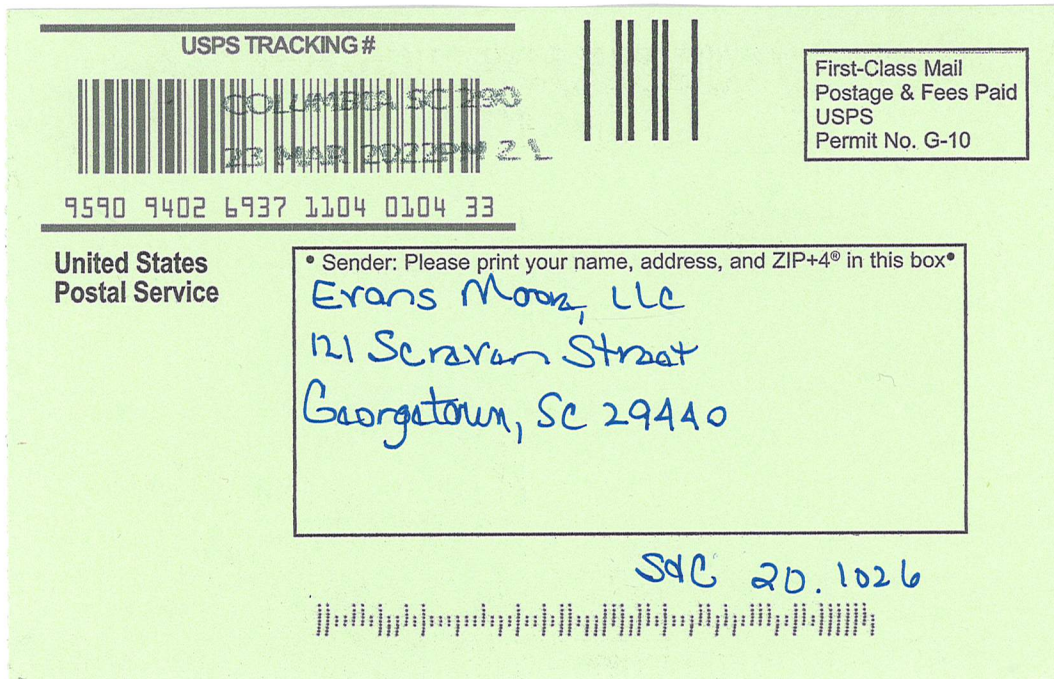
Defendants.

**CERTIFICATE OF SERVICE BY
 CERTIFIED MAIL**

Based on the attached, service by Certified Mail on Defendant Aramark Uniform & Career Apparel, LLC, was effective on March 23, 2022.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>3-23-22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p>1. Article Addressed to:</p> <p><i>Aramark Uniform & Career Apparel, LLC</i> <i>CLOCT Corporation System, Registered Agent</i> <i>2 Office Park Ct. Suite 103</i> <i>Columbia, SC 29223-5948</i></p> <p>9590 9402 6937 1104 0104 33</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)													
<p>2. Article Number (Transfer from)</p> <p>7021 0950 0002 0985 7212</p>													

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



By: s/James B. Moore, III
James B. Moore III, SC Bar #74268
james@evansmoorelaw.com
Scott C. Evans, SC Bar #77684
scott@evansmoorelaw.com
Evans Moore, LLC
121 Screven Street
Georgetown, SC 29440
t. 843.995.5000
f. 843.527.4128

Attorneys for the Plaintiff

Georgetown, SC
March 25, 2022

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CIVIL ACTION 2022-CP-10-01232

JANE ROUSE,

Plaintiff,

v.

HARRIS TEETER, LLC and ARAMARK
UNIFORM & CAREER APPAREL, LLC,

Defendants.

AMENDED SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint in the subscribed to Scott C. Evans, EVANS MOORE, LLC, 121 SCREVEN STREET, GEORGETOWN, SOUTH CAROLINA, 29440 within THIRTY (30) DAYS after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

EVANS MOORE, LLC

s/James B. Moore, III

James B. Moore III, SC Bar #74268

Scott C. Evans, SC Bar #77684

121 Screven Street

Georgetown, SC 29440

Office: (843) 995-5000

Fax: (843) 527-4128

james@evansmoorelaw.com
scott@evansmoorelaw.com

John Edward Robinson, SC Bar #75919
McDowell & Robinson
36 Broad Street, Charleston, SC 29401
Office: (843) 723-5152
John.robinson@charlestonlawoffice.com

Attorneys for the Plaintiff

April 7, 2022
Georgetown, South Carolina

JANE ROUSE,

Plaintiff,

v.

HARRIS TEETER, LLC; and

ARAMARK UNIFORM & CAREER

APPAREL, LLC,

Defendants.

)

)

)

)

)

)

)

)

)

)

AMENDED COMPLAINT

(Jury Trial Requested)

JURISDICTION AND VENUE

- 1

its principal place of business in Wilmington, Delaware. Defendant was responsible for providing and maintaining the floor mats located at the Harris Teeter Neighborhood Food & Pharmacy Store #385 located in Mount Pleasant, South Carolina.

4. Venue in this Court is proper, as the most substantial acts and omissions giving rise to the causes of action occurred in Charleston County, South Carolina.

FACTUAL ALLEGATIONS

5. On March 9, 2020, Plaintiff Jane Rouse entered Harris Teeter Neighborhood Food & Pharmacy Store #385 located at 2195 Tea Planter Lane, Mount Pleasant, South Carolina for the purpose of grocery shopping.
6. As the Plaintiff was exiting the common property on the premises owned, operated and managed by the Defendant Harris Teeter, LLC, she noticed a hand sanitizing station. While the Plaintiff was walking towards the hand sanitizing station, she encountered the dangerous and defective floor mat, causing her to trip and fall on her left side.
7. As a result of the fall, Ms. Rouse fractured her left hip, necessitating surgical intervention. Unfortunately, Ms. Rouse has been unable to fully recover from the injury sustained on the property owned and managed by the Defendants.

NEGLIGENCE & PREMISES LIABILITY

8. The Plaintiff repeats, re-alleges and incorporates by reference the factual allegations above with the same force and effect as if set forth herein.
9. While she was inside of the store, where it is the duty of the Defendants to exercise reasonable care and caution in the maintenance of the entrance and exit areas, including the floor mats, so as to not cause injury or damage to Plaintiff and others rightfully therein,

she encountered an unreasonably dangerous and hazardous condition, causing Plaintiff to fall and sustain serious and permanent injuries.

10. At all pertinent times herein alleged, the Defendants, by and through their agents, servants and/or employees, acted in reckless disregard for the rights of the Plaintiff, and it was by their negligent, grossly negligent, careless, reckless, willful and wanton acts or omissions, that the Defendants maintained the inside of their aforesaid grocery store building in such a manner as to cause serious and permanent damages and injuries to the Plaintiff.
11. The fall and resulting damages to Plaintiff were directly due to and proximately caused by the negligence, recklessness, and gross negligence of the Defendants, or their agents, servants, or employees, including but not limited to, one or more of the following particulars:
 - (a) In failing to safely maintain the exit area and floor mat so as to not cause injury or damage to Plaintiff;
 - (b) In failing to take adequate steps to correct and/or remove the mat from the floor near the exit door;
 - (c) In failing to comply with its own safety policies and procedures;
 - (d) In failing to provide a safe area for a customer to exit the store;
 - (e) In failing to properly inspect and properly maintain the exit area and floor mat;
 - (f) In failing to exercise reasonable care to maintain the premises of the Harris Teeter Neighborhood Food & Pharmacy store in a safe and non-hazardous condition, which resulted in a dangerous and hazardous condition to its patrons, invitees and licensees;

- (g) In failing to exercise reasonable care to keep invitees and licensees of the Harris Teeter Neighborhood Food & Pharmacy Store free from hazardous conditions;
 - (h) In failing to exercise reasonable care to properly inspect the Harris Teeter Neighborhood Food & Pharmacy Store to ensure that it was safe for its patrons, invitees and licensees; and
 - (i) In failing to exercise reasonable care to warn the public and the Plaintiff in particular of the dangerous condition which existed in the exit of the Harris Teeter Neighborhood Food & Pharmacy Store;
12. That as a direct and proximate result of the negligent, reckless and grossly negligent acts and/or omissions of the Defendants and/or their agents, servants, and employees, the Plaintiff, Jane Rouse, was severely and permanently injured which has caused, and in the future will cause her to suffer the following damages:
- (a) Past and future expenses for complex treatment on her left hip;
 - (b) Substantial past and future expenses for medical, physical therapy, rehabilitative and pain management services;
 - (c) Pain and suffering, past and future;
 - (d) Emotional distress and mental anguish, past and future;
 - (e) Permanently disabling and debilitating injuries to her body;
 - (f) Permanent scarring and disfigurement to her body;
 - (g) Loss of enjoyment of the common pleasures of life;
 - (h) Incidental expenses related to medical care, including, but not limited to, expenses for transportation to and from medical services;

- (i) Loss of ability to socialize and move about within the community of her friends and children, as her locomotion is severely limited with any movement resulting in great pain, suffering and discomfort; and
 - (j) Other specific elements of damages which may be discovered prior to trial.
13. That due to the reckless, willful, wanton, careless, negligent and grossly negligent conduct of the Defendants, and/or their agents, servants and employees, the Plaintiff is entitled to actual damages, as well as punitive damages, in such amount as would deter the Defendants from such conduct in the future.

WHEREFORE, the Plaintiff prays unto this Honorable Court as follows:

- (a) For an award of actual, compensatory, and consequential damages in an amount to be determined as a jury trial;
- (b) For an award of punitive damages in an amount to be determined at a jury trial;
- (c) For such other and further relief as this Court may deem just and proper.

TRIAL BY JURY IS DEMANDED.

Respectfully submitted,

EVANS MOORE, LLC

s/James B. Moore III

James B. Moore III, SC Bar #74268

Scott C. Evans, SC Bar #77684

121 Screven Street

Georgetown, SC 29440

Office: (843) 995-5000

Fax: (843) 527-4128

james@evansmoorelaw.com

scott@evansmoorelaw.com

John Edward Robinson, SC Bar #75919

McDowell & Robinson

36 Broad Street, Charleston, SC 29401

Office: (843) 723-5152
John.robinson@charlestonlawoffice.com

Attorneys for the Plaintiff

April 7, 2022
Georgetown, South Carolina